

3. Ford Global terms and conditions for non-production goods and services FGT30, effective December 01/2007 ("GT&Cs") with the exception of the following provisions: Sections 3, 6(e), 8, 11(a), 11(b), 12, 13 (b) fourth sentence, 14, 15(c), 15(d), 15(e), 15(i), 17, 18, 25(b), 29 (d), 30, and 31.
The following provisions shall be modified:
 - Sections 15 (a) and (b) will be replaced by the following: Seller will provide performance data in a format acceptable to Buyer and all other information and data of Seller which Buyer deems necessary to understand the operation.
 - Section 27 (a): reference to the following section numbers will not be applicable to the Services: 14, 17, 18, 30 and 31.
 - Section 29(e) first sentence: Buyer will bear the cost of any third party audit and certification requested by Buyer.
4. Ford Global Standard Payment Terms, Sept 2013
5. Anti-Corruption Supplement
6. Authorized Economic Operator Supplement

Updates to the documents listed under 2 to 6 above can be found under www.covisint.com.

2. General

- 2.1. The LSP shall perform the logistic services for which orders are placed with it within the specified transport or mode and lead times as an independent company at its own risk and for its own account.
- 2.2. Ford guarantees no minimum order volume and no exclusivity for a specific type and specific number of transports or other logistic services.
- 2.3. Ford shall stipulate the means of conveyance to be used or combination of same (truck, train, barge or vessel). Deviations are only permitted with Ford's prior written consent. The same applies in the case of intermodal transports with different modes of conveyance on different part-routes. Unless Ford stipulates a specific routing, the LSP shall have a free choice of route, but shall, in case of doubt, select the safest and the most effective route.

3. Obligations of the LSP

3.1 General

- The LSP will comply with all applicable laws of all relevant jurisdictions when providing the Services.
- The LSP shall employ sufficient and appropriately trained personnel.
- The LSP shall obtain all approvals, authorisations and permits that are necessary for performance of the services and shall maintain these for the entire period of performance of the Agreement. The LSP must ensure that any equipment used is suitable for the purpose, well maintained and compliant with all legal requirements.
- In the event of the non-availability of equipment, the LSP shall arrange for suitable replacement. Should the LSP fail to provide a replacement or fail to do so in good time, the LSP shall notify Ford accordingly without delay. If the replacement is not provided or not provided in good time, Ford shall be authorised to perform the logistic services itself. Any extra costs arising as a consequence shall be borne by the carrier, provided they are not unreasonable.

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- The LSP must immediately report to Ford any errors or omissions in the transportation documentation on receipt of documentation and request instructions.
- The LSP must ensure that loads are suitably secured.
- Any changes to the agreed pick-up and/or delivery times shall be reported to Ford at once
- In the case of the transportation of vehicles, failing other explicit specifications, the instructions of the Association of European Vehicle Logistics (ECG) in their Operations Quality Manual and the Ford-specific Addendum to the ECG Operations Quality Manual, each in the latest version, shall be employed and observed as minimum standard. The following exception to the ECG section 4.1.3 bullet point 1 for short sea sailings is agreed:
It is the carrier's decision whether or not to lash vehicles on all short sea transportation. However, the carrier shall be liable according to the rules of this Master Service Agreement for any damages caused by a lack or by an improper lashing of vehicles, also on short sea routing and in cases of severe weather conditions, irrespective of the decision of the carrier or any other third party to sail without lashing of vehicles.
- The carrier shall, prior to execution of the transport, visually check the goods to be transported, in terms of content and quantity, as to whether they agree with the descriptions in the relevant consignment notes, loading lists or other accompanying documents. Any deviations or obvious damage shall be noted in detail in the consignment note and other accompanying documents and reported to Ford.
- The carrier shall ensure that the personnel it employs in the case of national or international freight transport observe the working and rest times. In addition, the variously applicable statutory working times and EU social regulations shall be observed and taken into account in the scheduling of transports.
- In the event of any actual or potential actions brought against Ford arising out of the provision of the Services, the LSP will provide Ford with reasonable assistance in relation to dealing with or defending of any such action. The LSP will provide Ford with reasonable assistance in bringing any claim relating to the Services.
- The LSP shall ensure the audit rights under section 20(a) of the FGT 30 (see sec.1.3) during hours of operation at the audited facility or process, not limited to normal business hours, but without any or minor operational disruption.
- The LSP also undertakes to duly archive all the relevant documents pertaining to the services provided under this Master Service Agreement, the individual order or service contract or purchase order for not less than 10 years from the date the relevant document is issued. The LSP shall allow Ford or its representatives access to all the documents related to these services, including the right to take copies during normal business hours.
- The LSP shall keep Ford reasonably informed when any aspect of the logistic services is not as efficient as the LSP reasonably thinks it could be, including, but not limited to, any situation where the LSP thinks there is a low cube utilisation.
- The LSP shall achieve and maintain the guidelines contained in ISO 14001, whether the Logistics Service Provider is accredited for the purposes of ISO 14001 or not.
- If requested by Ford, the LSP shall achieve and maintain ISO9001 accreditation by a date to be reasonably agreed in writing between the Parties.

3.2. Additional Duties for road transportation

- The LSP is responsible for performing transports that ensure roadworthiness, operational safety and security for transportation.
- The Logistics Service Provider shall be responsible for and pay all tolls and maut charges that arise in the course of the provision of the Services.
- The permissible total load weights shall be observed.

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- Drivers must have valid driving license, appropriate work permits if required, good driving experience and, in the case of national transports, adequate spoken and written knowledge of the national language concerned.

4. Insurance

The LSP shall obtain and keep in force throughout the term of this Agreement reasonable insurance cover for all matters relating to or arising out of this Agreement including, but not limited to, employers' liability insurance (which includes coverage for employment related injury or illness), commercial general liability insurance (which includes blanket contractual coverage for death, personal injury and property damage) and cargo and property insurance (which includes coverage to meet the value of the goods).

5. Subcontracting

- 5.1. The LSP may commission a subcontractor to perform its contractual commitments. In the subcontracting of logistics services, the LSP shall ensure that the subcontractor meets the statutory and contractually agreed requirements and criteria, viz. reliability, qualification and capability, as in its own case. The LSP shall check this on its own responsibility and provide Ford with evidence of this on demand. Ford may, in cases in which doubts may exist as to the reliability, qualifications and capability of the subcontractors, demand that the LSP perform the contractually owed work and services itself or have them performed by another.
- 5.2. In the case of subcontracting, the LSP remains fully liable. All acts and omissions of its representatives, servants, agents and other persons acting in its interest shall be attributed to it as in the case of its own fault. In subcontracting, too, the LSP continues to be obliged to perform the contractually owed work and services.

6. Force majeure

The obligations under the contractual relationship between the parties hereto are suspended in the case of force majeure for the duration of the occurrence of force majeure, including a reasonable period for the resumption of the activity. Likewise, neither party is liable to pay compensation on the grounds of non-performance or default for the duration of the occurrences of force majeure. Occurrences of force majeure include in particular, but without being limited to, flooding, war (whether declared or not), commotion, insurrection, unforeseen natural events or other reasons and circumstances beyond the predictability and the control of the parties, provided however that the party concerned has informed the other party in writing with an account of all relevant information about the situation, and also provided that the party concerned makes every effort in good faith to cope with the obstacles to performance. The LSP has to make every effort to find alternative ways to provide Ford with the logistic services, e. g. transport of goods on alternative routes, transport of goods by truck instead of air transport in case of unforeseeable weather conditions. In the event that a party is prevented from meeting its commitments owing to the occurrence of force majeure, the other party may take temporary alternative measures which it considers necessary for the protection of its own interests during this situation.

7. Liability

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The delivery of goods in good condition and performance and in time is the essential duty of the LSP to guarantee Ford's ability to manufacture and deliver vehicles just in time and just in sequence. The LSP acknowledges being fully responsible in the event of delay in the performance, partial performance, poor performance or non-performance of any of its obligations resulting from its fault/action/inaction causing material damage to Ford. Due to the above mentioned principles and irrespective of any other applicable rules, Ford expects the LSP to accept the following rules of liability:

- 7.1. The LSP shall be liable for the total or partial loss of goods and for damage thereto occurring between the time when it takes over the goods and the time of delivery and for any delay in delivery. Where the LSP is obliged to handle loading and unloading on occasion of transport, the liability extends to all loading and unloading activities and delays occurring within the scope of the loading and unloading. The LSP is not obliged to check the content of sealed boxes.
- 7.2. The LSP shall be responsible for the acts and omissions of its Substitute LSP and vicarious agents and assistants on the same scale as if such acts or omissions were its own wherever such persons are acting in performance of their functions. The same applies to acts and omissions of other persons employed by the LSP in the performance of the transport or other logistic services.
- 7.3. Where the LSP, within the period in its charge, is liable for loss/damage/delay, compensation shall be as follows:

7.3.1. Parts

Subject to Clause 7.3.1.1 and 7.3.1.2 below, the liability of the LSP to Ford in respect of its failure to provide the Services to the level set out in this Agreement shall be limited to the following direct losses incurred by:

- (i) premium freight moves
- (ii) rework (including, but not limited to, retrofit) and production recovery costs (including, but not limited to, overtime and extra shifts required to catch up on lost units) reasonably incurred by Ford;
- (iii) cost of expendable packaging and repackaging; and
- (iv) supplier overtime to remedy the failure.

The LSP agrees to respond to loss and damage claims made by Ford within 10 working days of written notice of such a claim.

7.3.1.1 The liability of the LSP to Ford under Clause 7.3.1 above shall be limited to Euro 100,000 per annum and Euro 20,000 per individual incident.

7.3.1.2 If a rework is not possible due to loss or theft of the parts or if a rework is economically unreasonable due to the nature of the damage, then in addition to the liability set out in clause 7.3.1 and 7.3.1.1, the LSP shall be liable to Ford for the value of any goods lost, stolen or damaged while under the control of the LSP or Substitute LSP, subject to a limit per incident of Euro 250,000.

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7.3.2 Finished vehicles

In the case of complete loss of finished vehicles, compensation shall cover the value of the lost goods on the basis of the net selling price (dealer whole sale price). In the case of partial loss (non-total loss) of finished vehicles, compensation shall cover losses as defined in the VLDR document. If, in the event of damage of vehicles, a decrease in value occurs, Ford shall have, in addition to the claim to compensation of the damage itself, a claim to compensation for the reduced market value. This compensation shall be paid on request of Ford or its claims agent. The reduced market value shall be established by a claims agent or expert determined by Ford

The liability of the LSP in the case of full or partial loss of, or damage to goods (finished vehicles) shall be limited as follows:

- In the case of transport by barge or vessel, to US\$ 5 million per shipload.
- In the case of rail transport to US\$ 2.4 million per train.
- In the case of road transport to US\$ 265,000 per truck.
- In the case of compound services the LSP is liable for any loss and/or damage to the vehicles (thefts included) that have occurred from handover from the delivering carrier until the onward carrier has moved the vehicle from the delivery point of the LSP during loading operations.

7.3.2.1 In the event of any delay in delivery, compensation shall cover the resulting direct loss sustained by Ford.

7.3.2.2 The LSP, in addition to the above duty to pay compensation, shall also pay compensation for the freight (freight costs), all other expenses on the occasion of the transport or the damage. These also include the costs of establishing the loss or damage.

7.3.3 Assertion of a claim for breach of other contractual obligations shall remain possible without the restriction.

7.4. Where there are no mandatory statutory limitation periods, the claims of Ford shall be statute-barred within three years. The limitation period begins to run with the close of the year in which the claim emerged, and in which Ford obtained knowledge of the circumstances giving rise to the claim and the person of the debtor, or in which it would have been able to obtain such knowledge without gross negligence.

7.5 Subject to Clause 7.6 below, the LSP shall indemnify, and keep indemnified, Ford for any and all losses and costs incurred by Ford as a result of:

- (i) injury or death to any persons arising out of the provision of the logistic services;
- (ii) damage to the property of any person or legal entity arising out of the provision of the logistic services; and
- (iii) any violation of any applicable laws during the provision of the logistic services.

7.6 The indemnities contained in Clause 7.5 above shall not apply in the event that any of the losses or costs in question arise as a result of the negligence of Ford.

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8. Liens/Rights of retention/Property rights

The LSP acknowledges that it has no property, lien or other retention rights in respect of the goods. The LSP explicitly and irrevocably waives herewith as a precautionary measure any relevant rights (in particular liens and rights of retention), that the LSP may possibly have under the applicable law and may permit it

- to retain any goods in its custody or;
- to make available to Ford or the consignee any goods in its charge only in return for the meeting of a condition.

9. Prohibition of assignment

The LSP may not assign rights or transfer duties, either wholly or in part, under this Agreement to third parties without the previous explicit consent of Ford except for subcontracting. Ford shall be authorised to assign this Agreement or any derived single rights to a Group company associated with Ford even without the previous prior consent of the carrier.

10. Invoices/self billing invoices

Any invoices required by the LSP must be submitted by the LSP to Ford within 90 days of: the later of completion of performance of services, the date on which Ford provides seller with written approval to proceed, or the date on which rates for transportation and related services are agreed. Invoices shall be due and payable using Ford's European standard payment terms.

11. Pricing

Ford values long-term relationships with world-class suppliers which demonstrate a commitment to being and remaining benchmark-competitive in quality, service performance, technology, cost and price for the Services provided. If, during the term of this agreement, Ford believes the LSP is no longer competitive in any of these areas, Ford may advise the supplier and request it to agree appropriate actions to restore its competitiveness. If the LSP is unable to agree to Ford's requirements, Ford may terminate the relevant service contract or purchase order and this Master Service Agreement by giving three (3) months in notice, in addition to its rights under Section 24 of GT&Cs.

12. Termination

12.1 Ford may terminate a service contract or purchase order per written notice:

- (i) if the LSP is in significant breach of a service contract or purchase order and, where the breach is capable of being remedied, it has failed to remedy the breach within 5 working days of receiving written notice from Ford specifying the breach and requesting that it be remedied; or
- (ii) if the key performance indicators as set out in the service contract or purchase order have not been achieved; or

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(iii) in case of change of control or insolvency as defined in Section 24 b) and c) GT&Cs.

12.2 This Master Service Agreement is entered into for an indefinite period and can be terminated by either party by written notice with a six month termination period. In the case of termination of the Master Service Agreement, for whatever reason, the provisions of the Master Service Agreement shall be effective until complete performance of all existing service contracts or purchase orders. On termination of a service contract or purchase order, all affected vehicles or parts which are still located with the LSP must be ready for shipping - in accordance with Ford request - to a location announced by Ford.

13. Miscellaneous

13.1. This Master Service Agreement and the related documents may possibly be translated into other languages. In the event of a dispute, the English-language version shall be authoritative.

13.2. Wherever the Master Service Agreement provides for observance of written form, the written form requirement shall also be deemed to have been observed if documents are forwarded by telefax or email, unless national regulations to the contrary must be observed. Electronic documents as PDF-files with a readable signature are accepted as written form except for the termination of the Master Service Agreement.

13.3. The inefficacy of single provisions of this Master Service Agreement or its components shall not affect the efficacy of the remaining provisions. The contracting partners undertake, within the scope of what is reasonable and in good faith, to replace the ineffective provision by an arrangement which shall be equivalent in its economic effect, provided that this does not give rise to an important change to the content of the Agreement.

13.4. Any additional agreements as well as any amendments, supplements or cancellations of the Master Service Agreement shall require written form.

13.5. Failing other explicit arrangements, the contractual relationship between Ford and the LSP, including the arrangements in the Master Service Agreement, shall be subject to the law of the state in which Ford as specified on the relevant service contract or purchase order has its registered office. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

13.6 Prior to the initiation of judicial measures, the parties shall, in a particular case, attempt to reach an amicable agreement in accordance with the economic sense and purpose of the Agreement. The exclusive venue and place of performance for all commitments arising from this contract, failing other arrangements made mandatory by statute, shall, for both parties, be the registered office of the Ford company stated as contracting party in the service contract or purchase order specifically referencing this Master Service Agreement.

13.7 No failure or delay by either Party to exercise any right, power or remedy (whether under this Agreement or otherwise) will operate as a waiver of it, nor will any partial exercise preclude any exercise of the same, or of some other right, power or remedy. No waiver of any right, power or remedy in respect of a given incident will constitute a waiver in respect of a future incident.

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13.8 Time shall be of the essence of the agreement as regards any time, date or period mentioned in this agreement or subsequently substituted as a time, date or period by agreement in writing between the parties.

<LSP name>

Ford-Werke GmbH

By: _____
(Signature)

By: _____
(Signature)

Name: <name>
Title: <position>

Name: <name>
Title: <position>

Date: _____

Date: _____

The LSP acknowledges and confirms it has received and accepted the documents listed in Section 1.3 of the Master Service Agreement.

<LSP name>

By: _____
(Signature)

Name: <name>
Title: <position>

Date: _____